

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE**

INGENIO, FILIALE DE LOTO-
QUEBEC, INC.,

Plaintiff,

V.

C A. No. 04-1532 (KAJ)

**GAMELOGIC, INC. and
SCIENTIFIC GAMES CORPORATION,**

Defendants.

DEFENDANT GAMELOGIC, INC.'S PROPOSED SPECIAL VERDICT FORM

Pursuant to the Court's Scheduling Order dated March 28, 2005, and Local Rule 51.1(c), GameLogic, Inc. respectfully submits the following proposed special verdict form for the Court's consideration. GameLogic reserves the right to supplement this Proposed Special Verdict Form based on the proposed form submitted by Ingenio and any further proceedings in this matter.

SPECIAL VERDICT NO. 1 – NON-INFRINGEMENT

Did Ingenio prove by a preponderance of the evidence that GameLogic has literally infringed the following claims of the '082 patent? [A "Yes" answer is a finding for Ingenio on this issue, a "No" answer is a finding for GameLogic on this issue]

Claim 4	Yes _____	No _____
Claim 6	Yes _____	No _____
Claim 9	Yes _____	No _____
Claim 10	Yes _____	No _____
Claim 13	Yes _____	No _____
Claim 15	Yes _____	No _____

If you answered "No" to any of the foregoing questions, proceed to Special Verdict No. 2. If you answered "Yes" to all of the foregoing questions, proceed to Special Verdict No. 3.

SPECIAL VERDICT NO. 2 – NON-INFRINGEMENT

As to those claims for which you answered “No” on Special Verdict No 1, did Ingenio prove by a preponderance of the evidence that GameLogic has infringed the following claims of the ‘082 patent under the doctrine of equivalents? [A “Yes” answer is a finding for Ingenio on this issue; a “No” answer is a finding for GameLogic on this issue]

Claim 4	Yes _____	No _____
Claim 6	Yes _____	No _____
Claim 9	Yes _____	No _____
Claim 10	Yes _____	No _____
Claim 13	Yes _____	No _____
Claim 15	Yes _____	No _____

Proceed to Special Verdict No 3

SPECIAL VERDICT NO. 3 – NON-INFRINGEMENT

Did Ingenio prove by a preponderance of the evidence that GameLogic has literally infringed the following claim of the '603 patent? [A "Yes" answer is a finding for Ingenio on this issue; a "No" answer is a finding for GameLogic on this issue]

Claim 1 Yes _____ No _____

If you answered "No" to the foregoing question, proceed to Special Verdict No. 4.

If you answered "Yes" to the foregoing question, proceed to Special Verdict No. 5.

SPECIAL VERDICT NO. 4 – NON-INFRINGEMENT

Did Ingenio prove by a preponderance of the evidence that GameLogic has infringed the following claim of the '603 patent under the doctrine of equivalents? [A "Yes" answer is a finding for Ingenio on this issue; a "No" answer is a finding for GameLogic on this issue]

Claim 1 Yes _____ No _____

Proceed to Special Verdict No. 5.

SPECIAL VERDICT NO. 5 – WILLFUL INFRINGEMENT

Did Ingenio prove by clear and convincing evidence that infringement of Claim 1 of the '082 patent was willful? [A “Yes” answer is a finding for Ingenio on this issue, a “No” answer is a finding for GameLogic on this issue]

Claim 1 Yes _____ No _____

Proceed to Special Verdict No. 6.

SPECIAL VERDICT NO. 6 – WILLFUL INFRINGEMENT

If you answered “No” to all questions in Special Verdict Nos. 1 and 2, you do not need to answer Special Verdict No. 6 and you may proceed to Special Verdict No. 7. If you answered “Yes” to any question in Special Verdict No. 1 or Special Verdict No. 2, did Ingenio prove by clear and convincing evidence that the infringement of the ‘082 patent was willful? [A “Yes” answer is a finding for Ingenio on this issue; a “No” answer is a finding for GameLogic on this issue]

Claim 4	Yes _____	No _____
Claim 6	Yes _____	No _____
Claim 9	Yes _____	No _____
Claim 10	Yes _____	No _____
Claim 13	Yes _____	No _____
Claim 15	Yes _____	No _____

Proceed to Special Verdict No. 7.

SPECIAL VERDICT NO. 7 – WILLFUL INFRINGEMENT

If you answered “No” to all questions in Special Verdict Nos. 3 and 4, you do not need to answer Special Verdict No. 7 and you may proceed to Special Verdict No. 8. If you answered “Yes” to the question in Special Verdict No. 3 or Special Verdict No. 4, did Ingenio prove by clear and convincing evidence that the infringement of the ‘603 patent was willful? [A “Yes” answer is a finding for Ingenio on this issue; a “No” answer is a finding for GameLogic on this issue]

Claim 1 Yes _____ No _____

Proceed to Special Verdict No. 8.

SPECIAL VERDICT NO. 8 – INVALIDITY DUE TO ANTICIPATION

Did GameLogic prove by clear and convincing evidence that the following claims of the '082 patent are invalid as anticipated? [A "Yes" answer is a finding for GameLogic on this issue; a "No" answer is a finding for Ingenio on this issue]

Claim 1 Yes _____ No _____

Claim 4 Yes _____ No _____

Claim 6 Yes _____ No _____

Claim 9 Yes _____ No _____

Claim 10 Yes _____ No _____

Claim 13 Yes _____ No _____

Claim 15 Yes _____ No _____

Proceed to Special Verdict No. 9

SPECIAL VERDICT NO. 9 – INVALIDITY DUE TO ANTICIPATION

Did GameLogic prove by clear and convincing evidence that the following claim of the '603 patent is invalid as anticipated? [A "Yes" answer is a finding for GameLogic on this issue; a "No" answer is a finding for Ingenio on this issue]

Claim 1 Yes _____ No _____

Proceed to Special Verdict No. 10.

SPECIAL VERDICT NO. 10 – INVALIDITY DUE TO OBVIOUSNESS

Did GameLogic prove by clear and convincing evidence that the following claims of the '082 patent are invalid as obvious? [A "Yes" answer is a finding for GameLogic on this issue, a "No" answer is a finding for Ingenio on this issue]

Claim 1 Yes _____ No _____

Claim 4 Yes _____ No _____

Claim 6 Yes _____ No _____

Claim 9 Yes _____ No _____

Claim 10 Yes _____ No _____

Claim 13 Yes _____ No _____

Claim 15 Yes _____ No _____

Proceed to Special Verdict No 11.

SPECIAL VERDICT NO. 11 – INVALIDITY DUE TO OBVIOUSNESS

Did GameLogic prove by clear and convincing evidence that the following claim of the '603 patent is invalid as obvious? [A "Yes" answer is a finding for GameLogic on this issue; a "No" answer is a finding for Ingenio on this issue]

Claim 1 Yes _____ No _____

Proceed to Special Verdict No. 12

SPECIAL VERDICT NO. 12 – INVALIDITY DUE TO DOUBLE PATENTING

Did GameLogic prove by clear and convincing evidence that Claim 1 of the '603 patent is invalid due to double patenting? [A "Yes" answer is a finding for GameLogic on this issue; a "No" answer is a finding for Ingenio on this issue]

Yes _____ No _____

Proceed to Special Verdict No 13.

SPECIAL VERDICT NO. 13
UNENFORCEABILITY DUE TO INEQUITABLE CONDUCT

Did GameLogic prove by clear and convincing evidence that the '082 patent is unenforceable due to inequitable conduct? [A "Yes" answer is a finding for GameLogic on this issue, a "No" answer is a finding for Ingenio on this issue]

Yes _____ No _____

Proceed to Special Verdict No 14.

SPECIAL VERDICT NO. 14
UNENFORCEABILITY DUE TO INEQUITABLE CONDUCT

Did GameLogic prove by clear and convincing evidence that the '603 patent is unenforceable due to inequitable conduct? [A "Yes" answer is a finding for GameLogic on this issue, a "No" answer is a finding for Ingenio on this issue]

Yes _____ No _____

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**IN THE UNITED STATES DISTRICT COURT
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CERTIFICATE OF SERVICE

I, David E Moore, hereby certify that on October 2, 2006, the attached document was hand delivered to the following persons and was electronically filed with the Clerk of the Court using CM/ECF which will send notification to the registered attorney(s) of record that the document has been filed and is available for viewing and downloading.

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I hereby certify that on October 2, 2006, I have Electronically Mailed the documents to the following:

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